



New Hampshire Fish and Game Department

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Scott R. Mason
Executive Director

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October 17, 2022

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the New Hampshire Fish and Game Department to accept the donation of a conservation easement on 400 acres in the Town of Hooksett, from Bear-Paw Regional Greenways. Effective upon Governor and Council approval. There is no funding.
2. Contingent upon the approval of action item #1, authorize the deposit of \$15,000 into the New Hampshire Land Conservation Endowment held at the Department of Treasury from Bear-Paw Regional Greenways to permanently endow conservation easement monitoring and stewardship by the Conservation Land Stewardship Program on behalf of the Fish and Game Department pursuant to RSA 162-C:8 and enabled by an MOA approved by Governor and Executive Council on July 24, 2013, Item 37.
3. Pursuant to RSA 212-B:6, authorize the New Hampshire Fish and Game Department to receive a \$10,000 donation from the Bear-Paw Regional Greenways for monitoring and management within the Hinman Pond Focus Area, effective upon Governor and Council approval. 100% other funds.

Funds to be deposited into:
020 07500 21250000 402766 Non-Game Donations

FY 2023
\$10,000.00

EXPLANATION

NH Fish and Game Department is seeking authority to accept the transfer of a conservation easement on 400 acres of land in Hooksett as an addition to the Hinman Pond Focus area, creating over 1100 acres of protected lands managed by the Department. This easement is being offered at no cost by Bear-Paw Regional Greenways to NH Fish and Game as part of our continuing effort to conserve important wildlife habitat in the Hinman Pond area of Hooksett. This parcel will be open to the public for hunting, fishing and other wildlife related recreation in perpetuity.

This donation was unanimously approved by the NH Fish and Game Commission on June 14, 2022.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

Inter-Department Communication

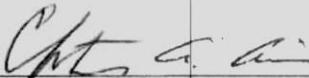
DATE: October 13, 2022

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Senior Assistant Attorney General Environmental Protection Bureau

SUBJECT: Granite Woods-Hinman Pond III Conservation Easement, Town of Hooksett

TO: Elizabeth McNaughten, Land Agent
Facilities & Land Division
Fish & Game Department

The Office of the Attorney General has reviewed the Conservation Easement Deed and supporting documents provided in connection with the above referenced easement acquisition and approves the acquisition for form and substance only. Please note that once approved by Governor and Council, and signed by all parties, the Conservation Easement Deed should be returned to this office for final review of execution before it is recorded in the appropriate county registry of deeds.



Christopher G. Aslin

The within conveyance is a transfer to the State of New Hampshire and pursuant to RSA 78-B:2(I) it is exempt from the New Hampshire Real Estate Transfer Tax

Conservation Easement Deed

BEAR-PAW REGIONAL GREENWAYS, a corporation with a mailing address of P.O. Box 19, Deerfield, Rockingham County, State of New Hampshire, 03037 (hereinafter referred to as the "Grantor", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **STATE OF NEW HAMPSHIRE**, acting by and through the **FISH AND GAME DEPARTMENT**, with a principal office at 11 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03301 (hereinafter referred to as the "Grantee", which word includes the plural and shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

a Conservation Easement (hereinafter "Easement") hereinafter described with respect to those certain parcels of land (hereinafter "Property") being unimproved lands known as the Hinman Pond III tract, consisting of approximately 374.59 acres situated on/or near the Chester Turnpike, in the Town of Hooksett, County of Merrimack, State of New Hampshire, as shown on the plan entitled "Boundary Survey, Lands of Manchester Sand, Gravel, and Cement Company, Inc., Map 14 – Lots 4, 5, and 6 for Granite Woods Development JV LLC," prepared by Holden Engineering and Surveying, Inc., and dated July 29th, 2022, and recorded with the Merrimack Country Registry of Deeds as Plan No. 202200016602 (herein referred to as the "Plan"), and more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof.

The Grantor and Grantee have identified the area as critical wildlife habitat, which includes wetlands and uplands for a diversity of wildlife, including some that are rare, threatened or endangered in New Hampshire.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47 and received as a required condition under New Hampshire Department of Environmental Services (hereinafter "NHDES"), Wetland Bureau, File Number: 2021-1844. U.S. Army Corps of Engineers, New England District, Regulatory Division, File Number: NAE 2005-01142, exclusively for the following conservation purposes:

To retain the Property forever in its undeveloped state for rare and endangered critical wildlife habitat including wetlands and uplands, and to prevent any use of the Property that

will impair or interfere with its conservation values;

To further the goals of the NH Wildlife Action Plan including but not limited to protecting and conserving habitats for species of greatest conservation concern;

To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions as documented in the baseline documentation report entitled "Baseline Documentation Report –Hinman Pond III Conservation Easement " (the "Report"), which Report is on file at the offices of the Grantor, Grantee and the NHDES;

To protect the Property from future development, and to conserve and maintain the unique characteristics of the Property in its present scenic and open space condition, the preservation of which is important to the public and will serve the public interest in a manner consistent with New Hampshire RSA 477:45-47; and

To conserve and manage the wildlife habitats of which the Property consists, and to benefit a diversity of wildlife species including rare, threatened and endangered wildlife.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Master Plan of the Town of Hooksett, which states among its recommendations, the following: establish conservation land in the northeast quadrant of the Town; target as a goal that 25% of the total land area in Hooksett be set aside in some manner as open space land; explore all possible avenues to fund the preservation of Hooksett's key natural resource assets; and with RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest and wildlife resources."

These purposes and the characteristics of the Property are also consistent with the conservation goals of the Grantor, including:

- The protection of conservation land within large contiguous blocks of unfragmented lands in southeastern New Hampshire;
- The protection of forestland;
- The protection of wetlands, surface waters, and groundwater; and
- The protection of habitat for native plant and animal species.

The significant conservation values are set forth in detail in the Baseline Documentation Report Hinman Pond III Conservation Easement.

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h). The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS

Subject to provisions specified in Sections 3 through 5 below:

Any activity on or use of the Property inconsistent with the Purposes of this Easement shall be prohibited. Without limiting the generality of the foregoing, the following use limitations shall apply to the Property except as otherwise specifically provided by the Easement:

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any agricultural, industrial or commercial activities except forestry, including timber harvesting in accordance with the approved Stewardship Plan as described in Section 2.B herein below, and provided that the productive capacity of the Property to support diverse wildlife populations shall not be degraded by on-site activities and subject to the following conditions:
- i. Such activities shall comply with the Purposes of this Easement.
 - ii. Such activities shall not damage or destroy rare, threatened or endangered species or exemplary natural communities.
 - iii. Such activities shall not degrade or otherwise impact water quality or aquatic habitats.
 - iv. For the purposes of this Easement, "Ecological Integrity" describes a condition in which natural processes (e.g., floods, drought, seed dispersal, nutrient cycling, and maintenance of microclimates) are allowed to occur within their natural variation over time without human manipulation or suppression (i.e., the timing, duration and extent of a flood is allowed to run its course). These natural processes influence the structure and composition of habitats that support native plants, animals and other organisms in groupings appropriate to the natural landscape. This dynamic and changing environment provides opportunities for biological evolution.
 - v. For the purposes hereof, "Wildlife Habitat Management" shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to provide habitat for a wide range of wildlife species; the construction or modification of roads or other access ways for the purpose of performing such activities, the use of forest equipment, all as not to be detrimental to the Purposes of this Easement.
 - vi. For the purposes hereof, "Forest Management" or "Forestry" shall include the growing, cutting, and sale of forest trees of any size capable of producing timber or other forest products; those forest practices employed primarily to enhance the forest, including the conservation of wildlife habitat; and the construction of access ways for the purposes of removing forest products from the Property.
 - vii. For the purposes hereof, "Recreational Use" activities shall include low-impact, non-motorized, non-commercial recreational activities including, but not be limited to, hunting, fishing, trapping (in accordance to RSA 210:11), hiking, cross country skiing and nature observation, in accordance with current laws and regulations.
 - viii. Wildlife Habitat Management, Forest Management, and Recreational Use activities shall be conducted by the Grantor and/or the Grantee in accordance with a Stewardship Plan, prepared by a licensed professional forester, certified wildlife biologist, or other qualified person (the "Resource Professional"), all as further described below. Any

person other than a licensed professional forester or a certified wildlife biologist shall be considered a Resource Professional under this Easement only if approved in advance and in writing by the Grantor and Grantee.

- ix. Riparian/Wetland Buffer: For the purposes of this Easement, "Riparian/Wetland Buffer" shall be the areas within 100 feet of intermittent streams and wetland areas, 200 feet of perennial streams, and 200 feet of Significant Wetland Areas as defined below. The Riparian/Wetland Buffer edge shall be measured from the edge of the normal high water mark of the stream or the wetland boundary. In cases where the top of an embankment is less than 50 feet from the stream or wetland edge, the riparian or wetland edge shall be measured from the top of embankment which shall be defined as a break in slope. In cases where wetlands surround a stream beyond 50 feet from the stream edge, the Riparian/Wetland Buffer shall be measured from the boundary of the upland edge of the wetland area.
- x. For the purposes of this Easement, "Significant Wetland Areas" are those areas that, by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature, have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or the NH Natural Heritage Bureau (hereinafter referred to as the "NHB") ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant wetlands include, but are not necessarily limited to:
 - a. Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and the condition of the surrounding landscape. See Sperduto, D.D. and William F. Nichols, 2011, Natural Communities of New Hampshire, 2nd Ed., NH Natural Heritage Bureau, Concord, NH. Pub. UNH Cooperative Extension, Durham, N.H., or successor publications for further explanation of the characteristics of an exemplary wetland.
 - b. Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NHB. Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context. See Sperduto, D.D. and William F. Nichols, 2011, Natural Communities of New Hampshire, 2nd Ed., NH Natural Heritage Bureau, Concord, NH. Pub. UNH Cooperative Extension, Durham, N.H., or successor publications for further explanation of S rankings.
 - c. New Hampshire 2020 Wildlife Action Plan Tier 1 and Tier 2 wetlands or those identified in successor publications.
 - d. Wetlands providing habitat for endangered, threatened and special concern plants and wildlife as identified by the State and US Fish and Wildlife Service.
 - 1) Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities

tracked in the NHB database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

- xi. For the purposes of this Easement, forestry within the Riparian/Wetland Buffer and Significant Wetland Areas as defined in Sections 2.A.ix. and 2.A.x. shall adhere to the following additional restrictions:
 - a. No soil disturbance, tree cutting or removal except for invasive species (USDA) shall occur, and no herbicides or pesticides shall be used.
 - b. No skid trails, log landings, or road construction in a water, wetland, or Riparian/Wetland Buffer, except in circumstances where complying with this provision may result in a greater overall environmental impact. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.
 - c. Wildlife management activities shall be performed in accordance with a Stewardship Plan on file with the Grantor, Grantee and NHDES as described in Section 2.B. below and shall be exempt from paragraphs 2.A.xi.a and 2.A.xi.b above.
- B. The development of the Stewardship Plan should be, to the greatest extent possible, a collaborative effort involving the Grantor and the Grantee. Said Stewardship Plan must be approved in writing by both the Grantor and Grantee prior to any Wildlife Habitat Management or Forest Management activities.
 - a. The Grantee's Resource Professional shall draft the Wildlife Habitat Management portion of the Plan, and a licensed professional forester, certified wildlife biologist, or other qualified person approved by the Grantor and Grantee shall draft the Forest Management portion of the Plan.
 - b. The Grantee and Grantor shall approve the Plan in writing.
 - c. At least sixty (60) days prior to any management activities, Grantor and Grantee shall have received copies of the Stewardship Plan.
 - d. Within sixty (60) days after receipt of said Stewardship Plan, the Grantor and Grantee shall approve or disapprove the same with respect to its wildlife habitat, forestry, and recreational use impacts, consistency with the Purposes stated in Section 1, and compliance with this Easement, and so inform the Grantor and Grantee in writing. Any disapproval shall specify in detail the reasons therefor. If the Grantor or Grantee fails to so approve or disapprove within said period, Grantor and/or Grantee may proceed with management activities recognizing that the paragraph below applies.
 - e. Grantor and Grantee acknowledge that the Stewardship Plan's purpose is to guide management activities in compliance with this Easement and that the actual activities will determine compliance therewith.
 - f. While it is agreed by the Grantor and Grantee that the purpose of the "Stewardship Plan" is to broadly describe management activities allowed on the Property, it is also agreed that specific management activities will be considered Stewardship Plan amendments and thus require additional review and approval by the Grantor and the Grantee.

- g. The Stewardship Plan shall have been prepared not more than ten (10) years prior to the date of any activity. Plans prepared more than ten (10) years prior to the anticipated management activities must be reviewed and updated for the Grantor's and Grantee's approval in accordance with this Section.
- C. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another.
- D. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, educational building, tennis court, swimming pool, dock, athletic field, water wells and associated structures, pavilion, shooting range, aircraft landing strip, tower (including cell towers), mobile home, or wind powered generator or similar development, shall be constructed, placed, or introduced onto the Property. However,
- i. ancillary structures and improvements including, but not limited to, an unpaved road, dam, gate, fence, bridge, or wildlife nest structure may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the Wildlife Habitat and Forest Management activities on the Property and provided that they are not detrimental to the Purposes of this Easement; and
 - ii. unpaved pedestrian trails and temporary wildlife blinds may be constructed, placed, or introduced onto the Property provided that they are included in the Stewardship Plan and are not detrimental to wildlife habitat values or the Purposes of this Easement; and
 - iii. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
 - a. are commonly necessary in the accomplishment of Wildlife Habitat Management, Forest Management, or low-impact noncommercial outdoor recreational uses of the Property as permitted by this Easement;
 - b. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be made at the sole discretion of the Grantee and to be based upon information from the New Hampshire Fish and Game Department, or NHB or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
 - c. are not detrimental to the Purposes of this Easement; and
 - d. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.
- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of conservation, education, or low-impact noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. No sign shall exceed sixteen (16) square feet in size and no sign shall be artificially illuminated.

- F. There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A., B., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous.
- H. There shall be no overnight camping or the construction of fires on the Property.
- I. The within described Property shall in no way be used to satisfy the density, frontage or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property.
- J. Use of pesticides or herbicides in connection with any permitted activities must be approved in advance in writing by the Grantee and the Grantor.
- K. The Grantor shall not authorize nor permit the use of motorized wheeled vehicles, electric or gas driven, for recreational purposes.
- L. The fee title to the Property is transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and must be approved in advance by the Grantee.

3. RESERVED RIGHTS

Grantor retains the right to undertake or continue any activity or use of the Property consistent with the Purposes of this Easement as defined in Section 1 above and not otherwise prohibited by this Conservation Easement.

- A. The Grantor reserves the right to use motorized vehicles to conduct activities on the Property consistent with the Stewardship Plan required by Section 2.B. above.
- B. The Grantor reserves the right to post against vehicles, motorized or otherwise.
- C. The Grantor retains the right to professionally conduct archaeological activities, including survey, excavation and artifact removal, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the New Hampshire Division of Historic Resources (or appropriate successor official). The Grantor must notify the Grantee in writing at least thirty (30) days before the exercise of this reserved right.
- D. The provisions of this Section 3 may be in exceptions to the use limitations set forth in Section 2, above.
- E. The Grantor reserves the right to conduct Forest Management Activities on the Property under the supervision of a licensed forester, and in consultation with the Grantee, in emergency situations such as combating active fires or threats from active fires or other immediate safety reasons without a Stewardship Plan.

4. AFFIRMATIVE OBLIGATION FOR PUBLIC ACCESS

There is hereby conveyed, and Grantor shall permit, public pedestrian access to, on and across the Property for nature observation, hunting, fishing, hiking, cross-country skiing and similar transitory non-intensive, non-commercial, outdoor recreational purposes, but not for camping. However, Grantor may post against or limit such access, with prior approval of the Grantee, if such activities become inconsistent with the Purposes of the Conservation Easement, or when public safety would be at risk.

5. AFFIRMATIVE RIGHTS OF THE GRANTEE

To accomplish the Purposes of this Conservation Easement, the following rights are conveyed to Grantee by this Easement.

- A. Through the auspices of the Grantee, the public has the right of pedestrian access, in perpetuity, on and across the Property for low-impact non-commercial recreational activities including but not limited to hunting, fishing, trapping, as defined in RSA 210:11, on the date of this Easement, hiking, cross country skiing and nature observation, in accordance with current laws and regulations. However, the Grantee agrees to cooperate with the Grantor to limit allowed public access and use of the Property if the public use is not consistent with the Purposes of this Easement.
- B. The Grantee shall have access to the Property for all purposes related to wildlife monitoring, management, and/or species recovery.
- C. The Grantee and/or its agent shall have reasonable access to the Property and all of its parts for such inspection as are necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- D. The Grantee and/or its agent shall have the right to use motorized vehicles to conduct activities on the Property consistent with the Stewardship Plan required by Section 2.B above, and notwithstanding the restriction in Section 2.K.
- E. Grantee shall have the right, but not the obligation, to mark and maintain the Easement boundaries of the Property.

6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

- A. The Grantor agrees to notify the Grantee in writing at least 30 days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

7. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or

transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement or any portion thereof granted hereunder under the doctrine of "merger" or any other legal doctrine.

10. BREACH OF EASEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand, or by certified mail, return receipt requested.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including but not limited to restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this Section.
- C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the Purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- E. Forbearance by the Grantee to exercise their rights under this Easement in the event of any breach of any term thereof shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee or in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.

- F. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the Purposes of this Easement.

11. NOTICES

All notices, requests and other communications required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect as set forth in Section 6.A. above.

12. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. CONDEMNATION/EXTINGUISHMENT

- A. Whenever all or part of the property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered (including, for purposes of this Section, proceeds from any lawful sale, in lieu of condemnation, of the property) shall be divided between the Grantor and the Grantee, in proportion to the fair market value at the time of condemnation, of their respective interests in that part of the property condemned. The value of the property shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- C. The Grantor shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation Purposes set forth herein.

14. ADDITIONAL EASEMENT

Any additional conservation easement on the Property shall require prior approval of the Grantee and shall not diminish the conservation Purposes for which the Property was originally protected.

Any future conservation easement shall be conveyed to and accepted and recorded by either the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the Internal Revenue Code of 1986, as amended, or any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, and agrees to and is capable of enforcing the conservation purposes of the easement. Any such assignee or transferee shall have like power of assignment or transfer.

Nothing in this Easement shall be interpreted as a waiver of the State's sovereign immunity.

15. STEWARDSHIP RESPONSIBILITIES OF THE GRANTEE

To facilitate the fulfillment of its responsibilities under this Easement, the Grantee and/or its agents shall be responsible for the following (which shall include, but not be limited to):

- A. Provide annual contact with Property owners to inform them of their obligations under the terms of this Easement;
- B. Prepare and submit an annual monitoring report to the Grantor which shall contain the following:
 - i. Description of the inspection conducted;
 - ii. Description of any physical changes to the Property;
 - iii. Description of any contacts made with Property owners, including their current name and address information;
 - iv. Description of any conditions or activities on the Property, including those which violate or may violate the intent of this Easement;
 - v. Explanation of the current status of any previously identified violations and any remedial steps taken; and
 - vi. Any steps to be taken by Property owners to bring the Property into compliance with the terms of the Easement (if necessary).
- C. Upon sale of the Property, the Grantee shall contact the new owner and inform them of the provisions of this Easement.

16. SUBORDINATION

Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

1. The Seller warrants that the title to the Property is free from all liens, encumbrances, taxes, and other claims, and that the Seller has the right to convey the Property to the Buyer.

1.2. ASSIGNMENT OF RESPONSIBILITY FOR THE PROPERTY

The Seller shall be responsible for the fulfillment of the obligations under this Agreement, the Contract, and all other documents, which shall include but not be limited to:

1.1. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.2. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.3. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.4. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.5. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.6. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.7. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.8. The Seller shall be responsible for the fulfillment of the obligations under the Contract, the Contract, and all other documents, which shall include but not be limited to:

1.9. ASSURANCE

The Seller warrants that the title to the Property is free from all liens, encumbrances, taxes, and other claims, and that the Seller has the right to convey the Property to the Buyer.

The Seller warrants that the title to the Property is free from all liens, encumbrances, taxes, and other claims, and that the Seller has the right to convey the Property to the Buyer.

The Seller warrants that the title to the Property is free from all liens, encumbrances, taxes, and other claims, and that the Seller has the right to convey the Property to the Buyer.

BEAR-PAW REGIONAL GREENWAYS

Grace Mattern, Bear-Paw Board of Directors
Duly Authorized

Susan Romano, Bear-Paw Board of Directors
Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF _____

Grace Mattern personally appeared before me on this ____ day of _____,
2022 and being duly authorized, acknowledged the foregoing Conservation Easement on behalf
of Bear-Paw Regional Greenways.

Notary Public/Justice of the Peace [seal]
My Commission Expires:

THE STATE OF NEW HAMPSHIRE
COUNTY OF _____

Susan Romano personally appeared before me on this ____ day of _____,
2022 and being duly authorized, acknowledged the foregoing Conservation Easement on behalf
of Bear-Paw Regional Greenways.

Notary Public/Justice of the Peace [seal]
My Commission Expires:

**ACCEPTED:
STATE OF NEW HAMPSHIRE**

The State of New Hampshire, acting through its Fish and Game Department on this day ____ of _____, 2022.

Scott R. Mason, Executive Director

THE STATE OF NEW HAMPSHIRE
COUNTY OF

Personally appeared before me on this _____ day of _____, 2022, Scott R. Mason, who acknowledges himself to be the Executive Director for the New Hampshire Fish and Game Department, and as such is duly authorized to executed the foregoing instrument for the purposes therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]
My Commission Expires: _____

NH Governor and Executive Council: Approval Date: _____ Item #: _____

EXHIBIT A

Those certain parcels of land, together with any improvements thereon, situated in Hooksett, Merrimack County, New Hampshire, being shown as Tax Map 14 Lot 4, Tax Map 14 Lot 5 and Tax Map 14 Lot 6 on a plan of land by Holden Engineering & Surveying, Inc. entitled, "Boundary Survey, Lands of Manchester Sand, Gravel, and Cement Company, Inc., Map 14 – Lots 4, 5, and 6 for Granite Woods Development JV LLC," dated July 29, 2022 and recorded with the Merrimack County Registry of Deeds as Plan No. Plan No. 202200016602, and being more particularly described below:

Beginning at the northeast corner of the herein described tract at the northwest corner of the land of Bear-Paw Regional Greenways, Tax Map 15 Lot 91, and a 5/8-inch diameter reinforcing rod in a stone pile,
thence along the land of Bear-Paw Regional Greenways South 18° 10' 54" West 3165.37 feet to a 6" x 6" concrete bound in a stone pile,
thence along the land of Bear-Paw Regional Greenways North 75° 06' 16" West 530.97 feet to a 6" x 6" concrete bound in a stone pile at the northeast corner of the land of Bear-Paw Regional Greenways, Tax Map 14 Lot 7,
thence along the land of Bear-Paw Regional Greenways North 76° 05' 06" West 1281.91 feet to a 4" x 4" stone bound in a stone pile,
thence along the land of Bear-Paw Regional Greenways South 01° 58' 01" West 2200.02 feet to a 6" x 6" stone bound in a stone pile at the northerly edge of the land of Manchester Sand, Gravel, & Cement Company, Inc., Tax Map 3 Lot 26, being the former Concord Portsmouth Railroad Right-Of-Way,
thence along the land of Manchester Sand, Gravel, & Cement Company, Inc. northwesterly along a curvilinear line approximately 2400 feet to the southeast corner of the land of Manchester Sand, Gravel, & Cement Company, Inc. Tax Map 14 Lot 10,
thence along the land of Manchester Sand, Gravel, & Cement Company, Inc. North 09° 51' 46" East 407.92 feet,
thence along the land of Manchester Sand, Gravel, & Cement Company, Inc. North 76° 30' 17" West 226.12 feet,
thence along the land of Manchester Sand, Gravel, & Cement Company, Inc. North 76° 28' 27" West 140.86 feet to the land of the Town of Hooksett, Tax Map 14 Lot A,
thence along the land of the Town of Hooksett North 04° 45' 49" East 419.66 feet,
thence along the land of the Town of Hooksett North 09° 43' 56" West 465.41 feet,
thence along the land of the Town of Hooksett North 20° 33' 43" West 385.26 feet,
thence along the land of the Town of Hooksett North 36° 13' 19" West 338.35 feet,
thence along the land of the Town of Hooksett North 52° 55' 31" West 316.44 feet,
thence along the land of the Town of Hooksett North 39° 38' 34" West 147.10 feet,
thence along the land of the Town of Hooksett North 32° 51' 48" West 228.88 feet,
thence along the land of the Town of Hooksett North 06° 58' 29" West 32.98 feet to the southwest corner of Tax Map 14 Lot 5,
thence along the land of the Town of Hooksett North 06° 58' 29" West 1027.90 feet to a 7/8-inch diameter reinforcing rod with cap Number 15889,

thence along the land of the Town of Hooksett North 06° 58' 29" West 440.93 feet to a 6" x 6" stone bound with disk number 14085 at the land of Bear-Paw Regional Greenways, Tax Map 3 Lot D,
thence along the land of Bear-Paw Regional Greenways South 78° 54' 46" East 677.98 feet,
thence along the land of Bear-Paw Regional Greenways South 76° 37' 11" East 1495.51 feet to a 4" x 4" stone bound in a stone pile at the southwest corner of the land of Bear-Paw Regional Greenways, Tax Map 3 Lot F,
thence along the land of Bear-Paw Regional Greenways South 76° 37' 11" East 435.88 feet to the northeast corner of Tax Map 14 Lot 5,
thence along the land of Bear-Paw Regional Greenways South 76° 37' 11" East 1256.17 feet to a drill hole in a boulder,
thence along the land of Bear-Paw Regional Greenways North 08° 59' 29" East 33.10 feet to a drill hole in a boulder with stones at the southwest corner of the land of the State of New Hampshire, Tax Map 3 Lot 16,
thence along the land of the State of New Hampshire South 75° 31' 38" East 1688.81 feet to the point of beginning.

Containing 16,317,056 square feet or 374.59 acres.

4871-9464-6067, v. 1

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BEAR-PAW REGIONAL GREENWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 13, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **263562**

Certificate Number: **0005879125**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CORPORATE RESOLUTION

I, Dr. Susan Romano, hereby certify that I am duly elected Secretary of the Bear-Paw Regional Greenways. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on October 3, 2022, at which a quorum of the Directors was present and voting.

VOTED: That Bear-Paw Regional Greenways Board Members, including Grace Mattern and Dr. Susan Romano, and Katrina Amaral, Executive Director, are duly authorized to enter into contracts or agreements on behalf of the Bear-Paw Regional Greenways land trust with the State of New Hampshire and any of its agencies or department and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.

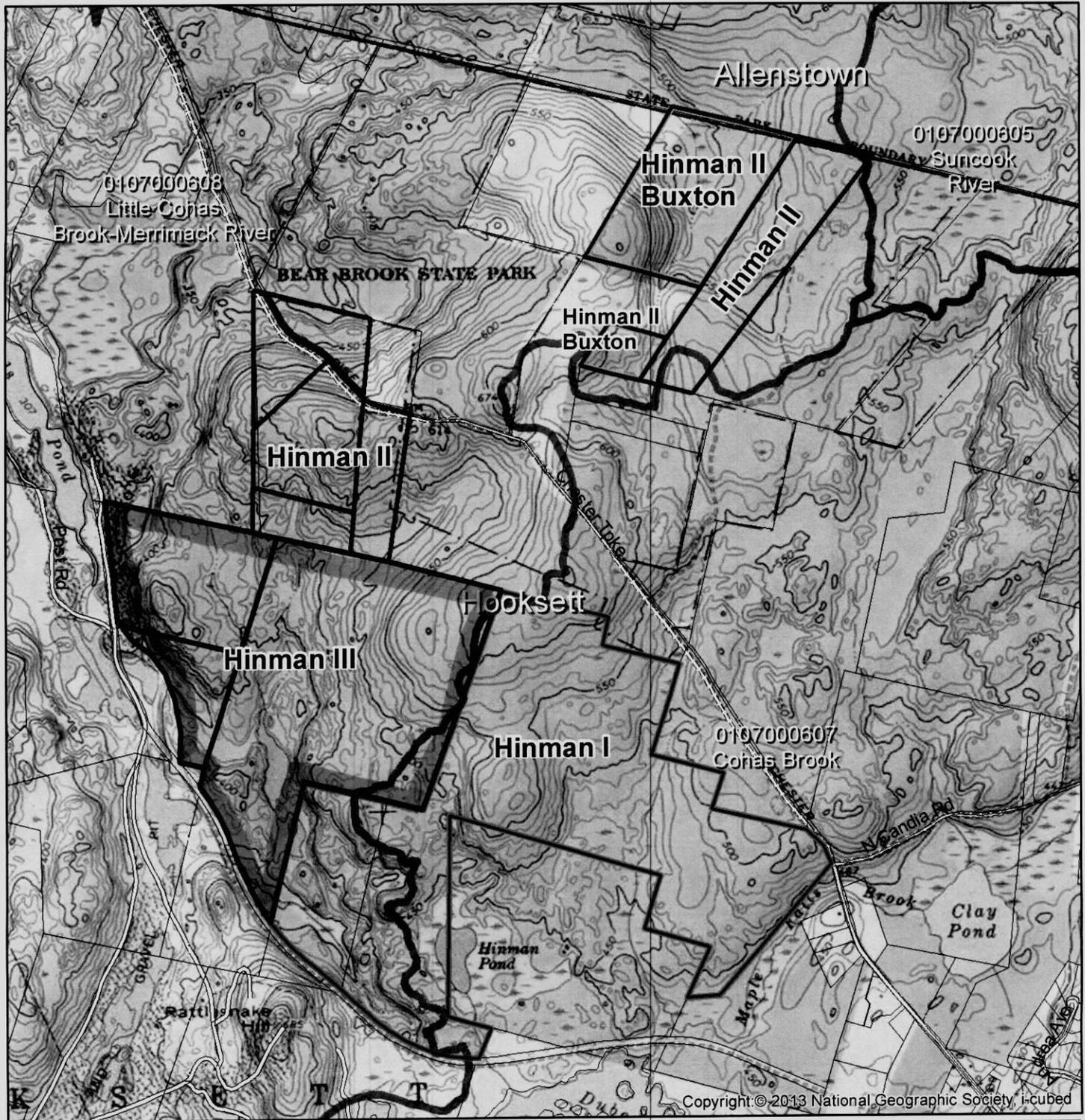
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: October 5, 2022

Attest: *Susan P. Romano*

Dr. Susan Romano,
Secretary, Bear-Paw Regional Greenways

Hinman Pond Preserve, Hooksett: Topographic Map



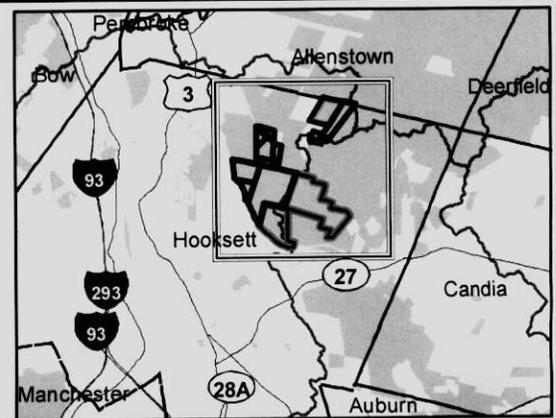
Watershed boundary (huc10)

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0 0.25 0.5 Miles

NHFG: 5/5/2022



3.) After brief discussion, Commissioner Green moved to accept the donation of a 400-acre conservation easement on the Hinman III parcel in Hooksett, NH, from Bear Paw Regional Greenways, along with the donation of \$25,000 for long-term easement monitoring and management, Commissioner DeBow seconded. The vote was unanimous in the affirmative.

4.) Commissioner Green moved to approve the expenditure of \$13,000 from the Wildlife Habitat Account to purchase a 47-acre property in Canaan, NH, that abuts and is located between the Mascoma WMA and the HL Webster WMA, and Commissioner Caveney seconded. The vote was unanimous in the affirmative.

5.) Commissioner Temple moved to add \$40,000 from the Wildlife Habitat Account to the Wildlife Division's FY'23 authorized budget of \$40,000 (for a total of \$80,000), for exclusive use in the Wildlife Habitat Enhancement Small Grants Program and Commissioner McInnis seconded. The vote was unanimous in the affirmative.

INFORMATION ITEMS:

1.) Kathy LaBonte, Chief, Business Division, fielded a few questions regarding the financial statement.

She reminded the Commission to submit any outstanding mileage requests to Tanya Haskell, ASAP, in order to be reimbursed for travel made within the Fiscal Year.

2.) Tom Flynn, Facility Manager, Owl Brook Hunter Education Center, introduced Eric Geib, Program Assistant at the Center. Tom reported this is the 20th year that the center has been open. He further reported that the center is dedicated to educating people in the knowledge, skills and behaviors needed to become safe and responsible hunters, trappers and stewards of the state's natural resources.

He reported that Owl Brook is managed by Fish and Game's Hunter Education Program, located on 500-forested acres of land at 387 Perch Pond Road in Holderness, NH. The center was the first facility of its kind in the state. Owl Brook hosts workshops, group programs and special events conducted by Fish and Game staff, Hunter Education and center volunteers, often in partnership with organizations such as the NH Trappers Association and the National Wild Turkey Federation. These activities allow individuals and families to start the lifelong journey of becoming safe and responsible hunters and trappers. As much as possible, the "hands-on" and "learn by participation" approach is used at the center.

The Owl Brook Hunter Education Center was made possible through a grant from the Federal Aid in Wildlife Restoration Act (managed by the U.S. Fish and Wildlife Service), as well as private donations, including support from the Wildlife Heritage Foundation of New Hampshire.

The Owl Brook Hunter Education Center relies upon volunteer assistance from the state's sporting community to accomplish our mission. The center offers basic, advanced and special opportunity classes and workshops on hunting, trapping, shooting, outdoors skills and wildlife management. The center's classroom building, shooting ranges, and interpretive trails and courses are important tools helping Fish and Game pass on the heritage of hunting and trapping to future generations.

